

**REMARKS**

This is in full and timely response to the Office Action mailed on November 14, 2005. Reexamination in light of the following remarks is respectfully requested.

Claims 1-9 are currently pending in this application, with claims 1, 6, 7, 8 and 9 being independent.

*No new matter has been added.*

**Rejection under 35 U.S.C. §102**

Paragraphs 12 and 13 of the Office Action include a rejection of claims 1-9 under 35 U.S.C. §102 as allegedly being anticipated by U.S. Patent Application No. 2003/0167236 to Stefik et al. (Stefik).

This rejection is respectfully traversed at least for the following reasons.

The specification as originally filed at page 27, line 19, to page 28, line 11, provides that:

The license manager 4b in the user terminal 4 receives the application ID "a-1" and the license menu (s98), and outputs the license menu to the output device M of the user terminal 4 (s100). What is displayed at this time is the license menu that corresponds to the application ID "a-1" shown in FIG. 5. The user sees this license menu and can select it in the case where he or she agrees to the content thereof (s102). The license manager 4b obtains the agreement/selection data (Agreement) which has been generated based on the user's agreement/selection, and sends the application ID "a-1" and the agreement/selection data to the license management server machine 3 (s106). Note that, in the agreement/selection data, there are included the license condition name, the license term and number of times of use, the

pass issuance regulations, the temporary pass term and number of times of use, the pass term and number of times of use and such of the license menu shown in FIG. 5.

Terminal 4 is depicted at least within Figure 1 of the specification as originally filed, and the license manager 4b is depicted at least within Figure 9.

The specification as originally filed at page 28, lines 12-28, provides that:

*The license management program 3a reads out the license menu corresponding to the received application ID "a-1" from the application information database 3c (s108, s110), and creates license data such as indicated by the application ID "a-1" of the user ID "3" and FIGS. 2 to 4 (s112), and saves this license data into the user account database 3b (s114).*

A license management server machine 3 serving as the "licensing terminal" is depicted at least within Figure 1 of the specification as originally filed, and the license management program 3a depicted at least within Figure 10.

The specification as originally filed at page 28, lines 12-28, provides that:

Next, *the license management program 3a issues the pass based on the license data which has just been created/saved*. This pass is created based on the license data (s116); however, in the license base of the license data, there are included the pass issuance regulations. According to the "regulations pertinent at time of purchase" corresponding to the application ID "a-1", a "pass"--not a "temporary pass"--is to be issued at the time of purchase. And in accordance with the "pass term and number of times", the validity of the pass is to be "perpetual", in which updating of the pass is unnecessary (FIG. 2, FIG. 3). Therefore, according to the present example, the "pass" having the time element "perpetual" is to be issued and sent to the user terminal 4 (s118). The pass which is created here is pass "1" in FIG. 8(a), and the application ID "a-1" and the pass validity are included therein. By sending of this pass "1", the new usage-approval for the user is given to the user terminal 4 for the function program that corresponds to the application ID "a-1".

**Stefik** - Paragraph [0046] of Stefik arguably teaches that:

FIG. 1 is a high level flowchart omitting various details but which demonstrates the basic operation of the present invention. Referring to FIG. 1, a creator creates a digital work, step 101. The creator will then determine appropriate usage rights and fees, attach them to the digital work, and store them in Repository 1, step 102. The determination of appropriate usage rights and fees will depend on various economic factors. The digital work remains securely in Repository 1 until a request for access is received. The request for access begins with a session initiation by another repository. Here a Repository 2 initiates a session with Repository 1, step 103. As will be described in greater detail below, this session initiation includes steps which helps to insure that the respective repositories are trustworthy. Assuming that a session can be established, Repository 2 may then request access to the Digital Work for a stated purpose, step 104. The purpose may be, for example, to print the digital work or to obtain a copy of the digital work. The purpose will correspond to a specific usage right. In any event, Repository 1 checks the usage rights associated with the digital work to determine if the access to the digital work may be granted, step 105. The check of the usage rights essentially involves a determination of whether a right associated with the access request has been attached to the digital work and if all conditions associated with the right are satisfied. If the access is denied, repository 1 terminates the session with an error message, step 106. If access granted, repository 1 transmits the digital work to repository 2, step 107. Once the digital work has been transmitted to repository 2, repository 1 and 2 each generate billing information for the access which is transmitted to a credit server, step 108. Such double billing reporting is done to insure against attempts to circumvent the billing process.

**Claim 1** - Claim 1 is drawn to a software licensing system comprising:

a licensing terminal for storing a license menu which includes information on a function, a term and a number of times that a usage is approvable for a software that is subject to usage approval;

a user terminal capable of accessing the license menu via a communications line; and

supplier terminals capable of accessing the license menu via communications line and performable creating and updating the license menu;

wherein when the licensing terminal creates and sends to the user terminal a pass containing information on the function, the term and the number of times that the usage is approvable based on an agreement/selection by the user terminal:

the user terminal then sends, to the software for which usage approval is to be given, a run-approval or a run-disapproval command data according to information on the function, the term and the number of times of the usage contained in the received pass, and

the user terminal then becomes able to use the software according to the content of the usage approval in the pass created by the license terminal.

While paragraph [0046] of Stefik arguably teaches that Repository 2 may then request access to the Digital Work for a stated purpose, step 104, Stefik *fails* to disclose, teach or suggest the term and the number of times that the usage *is approvable being based on an agreement/selection by the repository 2*.

**Claim 6** - Claim 6 is drawn to a software licensing terminal comprising:

means for storing a license menu which includes the function, the term and the number of times that a usage is approvable for the software that is subject to usage approval;

means for creating a pass containing the function, the term and the number of times that the usage is approvable based on the agreement/selection by the user terminal that is connected via a communications line;

means for sending the pass to the user terminal via the communications line; and

means for accessing the license menu via communications line and performable creating and updating the license menu.

While paragraph [0046] of Stefik arguably teaches that Repository 2 may then request access to the Digital Work for a stated purpose, step 104, Stefik *fails* to disclose, teach or suggest the term and the number of times that the usage is approvable based on the *agreement/selection by the repository 2 that is connected via a communications line*.

**Claim 7** - Within claim 7, the computer program executes the processing at least for:

- (a) sending to the user terminal a license menu that pertains to said software;
- (b) receiving agreement/selection data that contains information on the function, the term and the number of times of use that the user terminal agreed/selected from the license menu, and creating a pass that contains information on the function, the usage period that the usage is approvable for said software, based on said agreement/selection data;
- (c) sending the pass to the user terminal; and
- (d) accessing the license menu via communications line and performable creating and updating the license menu.

While paragraph [0046] of Stefik arguably teaches that Repository 2 may then request access to the Digital Work for a stated purpose, step 104, Stefik *fails* to disclose, teach or suggest a computer program that executes the processing at least for (a) sending to Repository 2 a *license menu* that pertains to the software.

In addition, Stefik *fails* to disclose, teach or suggest a computer program that executes the processing at least for (b) receiving agreement/selection data that contains information on the function, the term and the number of times of use that *the Repository 2 agreed/selected from the license menu*, and creating a pass that contains information on the function, the usage period that the usage is approvable for the software, *based on the agreement/selection data*.

**Claim 8** - Claim 8 is drawn to a user terminal comprising:

means for connecting, via a communications line, to a licensing terminal that stores a licensing menu which includes the function, the term and the number of times that a usage is approvable with respect to the software for which usage approved is to be given;

means for receiving from the licensing terminal a pass containing the function, the term and the number of times of use which were agreed/selected from the license menu;

means for sending, to said software, run-approval or run-disapproval command data according to information on the function, the term and the number of times of use contained in the received pass; and

means for accessing the license menu via communications line and performable creating and updating the license menu.

While paragraph [0046] of Stefik arguably teaches that Repository 2 may then request access to the Digital Work for a stated purpose, step 104, Stefik *fails* to disclose, teach or suggest Repository 2 as having means for receiving from Repository 1 a pass containing the function, the term and the number of times of use which were agreed/selected from the license menu.

In addition, Stefik *fails* to disclose, teach or suggest Repository 2 as having means for sending, to the software, run-approval or run-disapproval command data according to information on the function, the term and the number of times of use contained in the received pass.

**Claim 9** - Claim 9 is drawn to a computer program that executes the processing for:

(a) creating the agreement/selection data that contains information on the function, the term and the number of times of use which were agreed/selected from the license menu;

(b) receiving from the licensing terminal a pass which contains the function, the usage period that the usage is approvable for said software based on said agreement/selection data and sending, to said software, a run-approval or run-disapproval command data in accordance with information on the function, the term and the number of times of use contained in the received pass; and

(c) accessing the license menu via communications line and performable creating and updating the license menu.

Paragraph [0046] of Stefik arguably teaches that Repository 1 checks the usage rights associated with the digital work to determine if the access to the digital work may be granted, step 105. Paragraph [0046] of Stefik arguably teaches that if the access is denied, repository 1 terminates the session with an error message, step 106. Paragraph [0046] of Stefik arguably teaches that if access granted, repository 1 transmits the digital work to repository 2, step 107.

Nevertheless, Stefik fails to disclose, teach or suggest a computer program that executes the processing for receiving from the Repository 1 a pass which contains the function, the usage period that the usage is approvable for the software based on the agreement/selection data and sending, to the digital work, a run-approval or run-disapproval command data in accordance with information on the function, the term and the number of times of use contained in the received pass.

Withdrawal of this rejection and allowance of the claims is respectfully requested.

### **Conclusion**

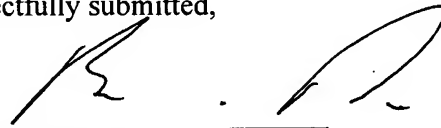
For the foregoing reasons, the present application is allowable, and the present application is in condition for allowance. Accordingly, favorable reexamination and reconsideration of the application in light of the amendments and remarks is courteously solicited.

If the Examiner has any comments or suggestions that could place this application in even better form, the Examiner is requested to telephone Brian K. Dutton, Reg. No. 47,255, at 202-955-8753.

If any fee is required or any overpayment made, the Commissioner is hereby authorized to charge the fee or credit the overpayment to Deposit Account # 18-0013.

Dated: April 12, 2006

Respectfully submitted,

By 

David T. Nikaido

Registration No.: 22,663

Brian K. Dutton

Registration No.: 47,255

RADER, FISHMAN & GRAUER PLLC

1233 20th Street, N.W.

Suite 501

Washington, DC 20036

(202) 955-3750

Attorneys for Applicant